

MASSACHUSETTS
Massachusetts Chapter 701 - 1983
SUBCONTRACT

THIS AGREEMENT made this **30th day of July, 2001**, by and between
Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts 01701
a corporation organization and existing under the laws of **MASSACHUSETTS**
a partnership consisting of
an individual doing business as
hereinafter called the "Contractor" and **S & R Construction Co., Inc., 60 Deyerville**
Av, Johnston, RI 02919

Tel: 401 - 831 - 6337 Fax: 401 - 831 - 1057 Contact: Rand Santos

a corporation organized and existing under the laws of **MASSACHUSETTS**

a partnership consisting of
an individual doing business as
hereinafter called the "Subcontractor",

WITNESSETH that the Contractor and the Subcontractors for the considerations hereafter
named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion
of all work specified in **Section No. 02060, 02100, 02140, 02200, 02270, 02400, 02410, 02510,**
02525, 02570, 02610, 02900, 02800

of the plans and specifications to furnish & install **General demo pertaining to site work only,**
Site clearing and preparation, Dewatering and Drainage Control, Earthwork, Erosion
Control, Storm drainage, Infiltration System, Asphalt Concrete Paving, Curbing, Sanitary
Sewage System, Water Supply System, Re spread Topsoil, Grading and Compaction of Sub
base excavation and backfill.

(Name of Sub-Trade)

Including staging, safety, OSHA and Indemnification requirements.

and the plans referred to therein and **addenda No. 1, 2, 3, 4.**

for the **Construction of the New Wetherbee Elementary/Middle School, 75 Newton Street,**
Lawrence, MA.

(Complete title of the project and the project number taken from the title page of the specifications)

The Design Partnership Of Cambridge, Inc., Hood Business Park, 500 Rutherford
Av, Charlestown, MA 02129

T: 617 - 241 - 9800

Fax: 617 - 241 - 5143

(Name of the Designer)

for the sum of **One million fifty thousand dollars.....\$1, 050,000.00**
and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the
following alternates (and other items set forth in the sub-bid):

Alternate No (s) 1, 1.2.,2

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the
hereinbefore described plans, specifications (Including all general conditions stated therein) and
addenda No. 1, 2,3,4. assume to the Contractor all the obligations and responsibilities that the
Contractor by those documents assumes to **City Of Lawrence (10% retainage)**

(Awarding Authority)

hereinafter called the "Awarding Authority", except to the extent that provisions contained
therein are by their terms or by law applicable only to the contractor.

(B) The Contractor agrees to be bound to the Subcontractor by the terms of the
hereinbefore described documents and to assume to the Subcontractor all the obligations and
responsibilities that the Awarding Authority by the terms of the hereinbefore described
documents assumes to the Contractor, except to the extent that provisions contained therein are
by their terms or by law applicable only to the Awarding Authority.

Subcontract Page 2

Project name: Construction of the New Wetherbee Elementary/Middle School, Lawrence, MA
Specification: 02060, 02100, 02140, 02200, 02270, 02400, 02410, 02510, 02525, 02570, 02610, 02900, 02800

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is give by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

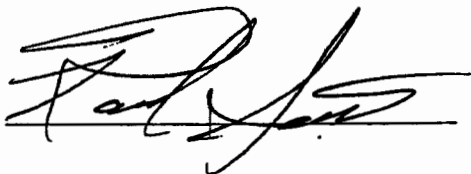
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written

Attention is directed to the PROJECT LABOR AGREEMENT in effect for this Project. Please familiarize yourself with the conditions of the Contract as well as the City Of Lawrence Local Hiring Requirements that are incorporated in the Contract Documents.

* A Payment and Performance Bond in the amount of 100% of the Contract Value must be forwarded along with the contract.

SEAL WITNESS

S & R CONSTRUCTION CO., INC.



By: Barco Tzoz Jr. V.P. - TRKS.
(Print Name & Title)

SEAL WITNESS

EASTERN CONTRACTORS, INC.

BY: 
Ramesh Motwane, President

Subcontract Page 3

Project name: Construction of the New Wetherbee Elementary/Middle School.
Specification: 02060, 02100, 02140, 02200, 02270, 02400, 02410, 02510, 02525, 02570, 02610,
02900, 02800

**SUBCONTRACT
INSURANCE INDEMNIFICATION**

To the fullest extent permitted by the law, the subcontractor shall indemnify and hold harmless the owner, the General Contractor and the architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of, relating to, or resulting from performances of the work and or subcontractors operations under this agreement, including but not limited to claim, damage, losses or expense (1) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) caused in whole or in part by negligent act or omission of the Subcontractor, and Sub-Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to limit or otherwise reduce to any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

In any and all claims against the Owner, the General Contractor or the Architect/Engineer or any of their agents or employees, by any employee of the Subcontractor, any Sub-Subcontractor, anyone directly or indirectly employed by Subcontractor, its Subcontractors or suppliers, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or any Sub-subcontractor workers or workmen compensation acts, disability benefit acts, or other employee benefit act.